

Stocktake Solutions
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 Broughton, Skipton
 North Yorkshire
 BD23 3AG
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Proforma invoice & Licence Agreement

Name:

Address:

Post Code:

Tele:

Fax:

Date:.....

e-mail:

Hardware specification		Hotel Control V2.0 - Full stock control system	Qty	Cost	Total Cost
Operating Sys		1 Site / 1 Outlet, base price		£395.00	
RAM installed		Additional Outlets @ £75.00 / Outlet		£75.00	
Network detail		Licence renewal fees per annum after first year:-			
Processor speed		1 Site / 1 Outlet - £45.00		£45.00	Yr 2
Disk Space		Additional Outlets @ £15.00 / Outlet		£15.00	Yr2
Software configuration		Food Control V2.0 - Full stock control system			
Site Title		1 Site / 1 Outlet, base price		£295.00	
Outlet 1 Title		Additional Outlets @ £45.00 / Outlet		£45.00	
Outlet 2 Title		Licence renewal fees per annum after first year:-			
Outlet 3 Title		1 Site / 1 Outlet - £35.00		£35.00	Yr 2
Outlet 4 Title		Additional Outlets @ £10.00 / Outlet		£10.00	Yr 2
Outlet 5 Title		Cellar Control - (Cellar balance only)			
Outlet 6 Title		1 Site inc 3 Outlets, base price		£195.00	
Outlet 7 Title		Additional Outlets @ £15.00 / Outlet		£15.00	
Outlet 8 Title		Licence renewal fees per annum after first year:-			
Outlet 9 Title		1 Site / 3 Outlet - £35.00 from end of Year 1		£35.00	Yr 2
Outlet 10 Title		Additional Outlets @ £10.00 / Outlet		£10.00	Yr 2
		Sites with 20 outlets and over - P.O.A.			
		Order 2 or more software products together & receive -10% Discount on total software cost		10% Discount	
		Notes:		Sub Total	
				VAT @ 17.5%	
				Total order	



The Water Mill Park, Broughton Hall, Broughton, Skipton, North Yorks. BD23 3AG :
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IMPORTANT - Please read these terms and conditions carefully.

By Ordering or installing this product, you are agreeing to abide by these terms and conditions.

If you do not accept these terms and conditions please return this package and all the contents unused together with a purchase receipt to the address at the end of this Agreement for a refund.

GENERAL

This licence agreement ("Agreement") applies to the purchase and use of all the enclosed software and has been developed by Software Solutions (" the Software").

1. DEFINITIONS

In this agreement the following terms shall have the following meanings ;

1.1 "Applicable owner" means the owner of the software, copyright, patents and other intellectual property rights of the component parts comprising the Software;

1.2 "Date of installation" means the date you requested and received an official release or renewal code from S/S customer services;

1.3 "Manuals" means all written materials provided by S/S whether at the time of purchase or later for the purpose of assisting with the installation and operation of the Software;

1.4 "Network" means a method of connecting a number of computers together for the purpose of accessing or transferring software.

1.5 "Network Licence" means a licence to use the Software by more than one user employed by you or your company who have access to the Software by means of one or more computers connected by means of a Network to a single network server, such licence being effective on written confirmation from S/S following an application and payment of the appropriate fee;

1.6 "S/S" means Software Solutions group (a trading name of Stocktake Solutions Ltd. a limited company registered in the U.K whose registered office is at The Globe Centre, St James Square, Accrington, Lancs BB5 0RE);

1.7 "Site" means a single building or a collection of buildings which share a common boundary.

2. GRANT OF LICENCE

S/S permits you to use one copy of the Software on a single computer. You do not acquire ownership of the Software but acquire the non-exclusive right to use the Software. Installation of the Software on a network server for internal distribution is a violation of this Agreement and is not permitted without the appropriate Network Licence. Subject to the Network Licence being granted you may use the Software on a number of computers (dictated by the Network Licence fee you have paid) located at the same Site and running on a single network server.

3. DURATION

3.1 Except where clause 3.2 applies the licence or Network Licence will terminate 12 months from the Date of installation. Unless the licence is renewed (including payment of the renewal fee then in force) the software will cease to function when the licence expires. Where the licence is renewed, the new licence will terminate at the agreed time from the Date of installation for the renewal code.

3.2 Where the licence is for trial purposes the licence will terminate 30 days from the Date of installation unless the licence is extended (Including payment of the relevant fee then in force).

3.3 Your right to use the Software will automatically cease without cancellation if you violate the conditions of this Agreement.

3.4 On termination of this Agreement however caused you will unless otherwise directed return to S/S all disks, Manuals and other materials and will confirm that you have uninstalled the Software from any computer or server on which it is at the time of termination installed under this Agreement.

4. COPYRIGHT

The Software and its component parts made up of data content and computer programs are protected by copyright. Title and all ownership rights to the data and computer programs including Data Protection Software which is protected by copyrights, patents and other intellectual rights of ownership remain with and are reserved by the Applicable owner.

5. OTHER RESTRICTIONS

You are not entitled to reverse engineer, decompile, disassemble, modify or duplicate the Software wholly or in part, or use with any hardware or software other than expressly set out in this Agreement. You may not rent or lease the Software and the data contained therein may not be sold or otherwise provided to any third party. You may transfer your rights under this agreement on a permanent basis to a third party provided that you first obtain the written agreement of S/S and also provided that you transfer this Agreement, the Software and all accompanying printed materials, retain no copies, and the recipient agrees in writing to be bound by the conditions of this Agreement.

6. RIGHT OF MODIFICATION

S/S reserves the right to modify or enhance the Software if this becomes necessary for reasons of availability, serviceability, performance or due to legislation or governmental regulations and at its sole discretion to provide replacements for all or any parts of the Software and to charge for such provision its price then in force. If such replacement Software is provided this Agreement shall from that time forward apply to the replacement Software in addition to the software as originally supplied

7. DAMAGE CLAIMS

You agree to ensure that any third party to whom you give instructions to and who has access to the Software will act with due care and diligence as stated in this Agreement, and that you will hold S/S or its agents or distributors harmless of the actions of any such third party. If you become aware that the Software is used in such a way that violates the conditions of this Agreement, you agree to take every action necessary to stop its improper use, and will notify S/S in writing of such improper use

YOUR ATTENTION IS DIRECTED IN PARTICULAR TO CLAUSES 8 AND 9

8. LIMITED WARRANTY

S/S does not warrant that the Software will be accurate or meet your specific requirements, or that operation will be defect or error free. S/S will not be liable for any damages whatsoever arising from the use of the Software and no output of the Software is at your own risk. S/S makes no claims, either expressed or implied, as to the fitness of the Software are not to be construed as expressed or implied warranties. The warranty period is 30 days from the date of delivery. During this period, defective Software will be replaced free of charge, provided that the original Software disc is returned with a copy of the purchase receipt. Direct purchases from S/S should be returned to the address shown below. This warranty is void if failure of the Software has resulted from accident, abuse or misapplication. Any further damage claims are explicitly excluded.

9. LIABILITY

To the maximum extent permitted by law in no event shall S/S be liable for any damages whatsoever (including without limitation direct or indirect damages, loss of business profits, business interruption, loss of business information, or any other pecuniary loss) arising out of the use of or inability to use the Software, even if S/S has been advised of the possibility of such damages and whether or not caused by the negligence of S/S its employees or agents. In any event S/S's entire liability under any provision of this Agreement shall be limited to the price held by you for the Software.

10. FORCE MAJEURE

S/S shall not be liable to you for any loss or damage which may be suffered by you as a direct or indirect result of the supply of the Software by S/S or its agents or distributor, due to any cause beyond its reasonable control whatsoever, including (without limitation) any act of God inclement weather war military operations riot strike lock out trade dispute or labour disturbance, accident, breakdown of plant or machinery failure fluctuation or shortage of power supplies fire explosion refusal of any licence or permit or any order act or omission of Government highways authorities public telecommunications operators or other competent authority.

11. INVALID CLAUSES

Should any clause of this Agreement be or become invalid, this does not affect the validity of the remaining clauses. In such case, you agree that the valid clause will be superseded by another clause which is closest to the intended purpose of the invalid clause.

12. WAIVER

The waiver by S/S of a breach or default of any of the provisions of this agreement by you shall not be construed as a waiver of any succeeding breach of the same or other provisions nor shall any delay or omission on the part of S/S to exercise or avail itself of any right power or privilege that it has or may have hereunder operate as a waiver of any breach or default by you.

15. GOVERNING LAW

This agreement shall be governed by and construed and interpreted in accordance with English Law and you agree to submit to the jurisdiction of the English Courts.

14. STATUTORY RIGHTS UNAFFECTED

if you are a "consumer" as defined by applicable statutes nothing in this Agreement will affect your statutory rights.

In the Unlikely event of a defective disk, please return to Software Solutions, The Water Mill Park, Broughton Hall, Skipton, North Yorkshire, BD23 3AG